Form 210A (10/06)

United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP) (Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Name of Transferor

Deutsche Bank AG, London Branch

Sabretooth Master Fund, LP

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch

Winchester House, 1 Great Winchester Street

London EC2N 2DB

Tel: +44 20 7547 2400 Fax: +44 113 336 2010

Attention: Philipp Roever

E-mail: philipp.roever@db.com

Last Four Digits of Acct. #: N/A

ld be sent:

Court Claim # (if known): 13477 Amount of Claim: \$65,782,598.27

Last Four Digits of Acct. #: N/A

Date Claim Filed: September 16, 2009

Tel: N/A

Name and Address where transferee payments should be sent (if different from above):

Tel: +44 20 7547 2400

Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Transferee/Transferee's Agent

Date: July 3

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Rule 3001(e) -Transfer of LBHI Claim # 13477

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM

TO:

United States Bankruptcy Court for the

Southern District of New York

Attn: Clerk

AND TO:

Lehman Brothers Holdings Inc

CASE NAME:

In re Lehman Brothers Holdings Inc., et al.,

CASE NO.

Chapter 11, Case No. 08-13555 (JMP) (Jointly administered)

CLAIM NO.

13477 (In Part - See Below)

DESCRIPTION OF CLAIM SUBJECT TO

TRANSFER:

This Evidence of Transfer of Claim relates to the transfer of an undivided interest to the extent only of \$23,920,944.83 (comprising of \$23,210,181.82 in respect of the principal amount and \$710,763.01 in respect of interest) or a 36.3636% share (the "Transferred Portion") of the above claim which has been filed against the Debtor in the Bankruptcy Court in the amount of

\$65,782,598.27 (comprising of \$63,828,000.00 principal amount and

\$1,954,598.27 interest) (the "Claim").

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Sabretooth 1. Master Fund, L.P. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Deutsche Bank AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof and on the further terms set forth in (and incorporated by reference in) a transaction confirmation between Seller and Purchaser with a trade date of 23 March 2011 (the "Sale Agreement"):
- (a) to the extent of the Transferred Portion only, all of Seller's right, title and interest in and to Proof of Claim Number 13477 filed by or on behalf of Seller's predecessor in interest (a copy of which is attached at Schedule 1 hereto) (the "Proof of Claim") against Lehman Brothers Holdings, Inc., as guarantor of certain loan notes (Schuldscheine) issued by Lehman Brothers Bankhaus AG (in insolvency) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor");
- (b) to the extent of the Transferred Portion only, all rights and benefits of Seller relating to or arising from the Proof of Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Proof of Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Proof of Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Proof of Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Proof of Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Proof of Claim, but only to the extent related to the Proof of Claim; and
 - (c) any and all proceeds of any of the foregoing,

(collectively, as described in clauses (a), (b), and (c), the "Transferred Claims").

2. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the

13477

books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 3. All representations, warranties, covenants and indemnities (including those contained in the Sale Agreement) shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.
- 4. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser.
- 5. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 6. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 5^{th} day of June 2011.

DEUTSCHE BANK AG, LONDON BRANCH

Title: Director

Michael Sutton Managing Director

Winchester House

1, Great Winchester Street

London EC2N 2DB

ENGLAND

Attn: Michael Sutton

SABRETOOTH MASTER FUND, L.P.

By:_____ Name:

Benjamin Baker

Title:

Chief Financial Officer

c/o Sabretooth Capital Management, LLC 405 Lexington Avenue, 50th Floor

New York, NY 10174 Phone: (212) 542-9198 Fax: (212) 542-9181

SCHEDULE ONE

Copy of Proof of Claim 13477

(for Loan Notes (Schuldscheine) # 000200, 000700, 001300)

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076			PROOF OF CLAIM		
In Re: Lehman Brothers Holdings I	ew York, NY 10150-5076 Re: chman Brothers Holdings Inc., et al. Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000013477		
Name of Debtor Against Which Claim Lehman Brothers Holding	is Held IS Inc.	Case No. of Debtor 08 - 13555			
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make			THIS SPACE I	S FOR COURT USE ONLY	
a claim for Lehman Programs Securities (See definition on reverse side.) Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Deutsche Postbank AG Attn: Transaction Mgmt Capital Markets Kennedyallee 62 - 70 Bonn D-53175			Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known)		
			Filed on:		
Telephone number: Attachment Email Address: Attachment Name and address where payment should be sent (if different from above)			Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Telephone number:	E	mail Address:	Check this box if you are the debtor or trustee in this case.		
1. Amount of Claim as of Date Case Filed: S 65,782,598.27 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete Item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim is based on a Derivative Contract.* Check this box if all or part of your claim is based on a Derivative Contract.* If YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. If the property of claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is a based on a Derivative Contract or Guarantee. 2. Basis for Claim: Guarantee (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: 6274 3a. Debtor may have scheduled account as: (See instruction #3 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property: \$				5. Amount of Claim Entitled to Priority under 11 U.S.C. § \$507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § \$507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § \$507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. § \$507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § \$507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § \$507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. § \$507(a)(). Amount entitled to priority:	
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			FILED / RECEIVED SEP 16 2009		
person a above.	ure: The person file authorized to file this Attach copy of power	EPIQ BANKRUPTCY SOLUTIONS, LLC			
Sept, 15. 2009 Penalty 1	or presenting frau	dulent claim: Fine of up to \$500,000 or in	nprisonment for up to 5 years, or bo	th. 18 U.S.C. §§ 152 and 3571.	

Refer Jamsen

Rainer STOLA

ATTACHMENT A TO CLAIM OF DEUTSCHE POSTBANK AG

The claimant, Deutsche Postbank AG ("Claimant"), a stock corporation incorporated under German law, is duly authorized and empowered to make this claim.

This attachment is intended to provide background information relating to a claim by Claimant against Lehman Brothers Holding Inc. ("<u>LBHI</u>") for a total amount of \$65,782,598.27 (the "<u>Claim Amount</u>").

Claimant's claim against LBHI relates to the guarantee by LBHI of the obligations of Lehman Brothers Bankhaus AG, against which Claimant has a claim relating to several Loan Notes.

Claimant hereby reserves the right to withdraw, amend, clarify, modify or supplement this claim to assert additional claims or additional grounds for its claims. Claimant also reserves all rights accruing to it against LBHI, and the filing of this claim is not intended to be and shall not be construed as (i) an election of remedy or (ii) a waiver or limitation of any rights of Claimant. Claimant reserves the right to supplement this claim with relevant documents to the extent necessary. Furthermore, Claimant reserves the right to withdraw this claim for any reason whatsoever.

This claim shall not be deemed to be a waiver of Claimant's right (i) to have final orders in non-core matters entered only after de novo review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy or proceeding related to these cases, (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, setoffs or recoupments to which claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses and recoupments Claimant expressly reserves.

This claim is in addition to, and does not supersede, any other claim or Proof of Claim filed or to be filed by Claimant against LBHI or any other affiliate of LBHI.

Any notices in connection with this claim should be addressed to Claimant at the address below:

Deutsche Postbank AG Kennedyallee 62-70 53175 Bonn, Germany Attn: Hans-René Boden Tel: +49 (228) 920-54208

E-mail: hans-rene.boden@postbank.de

-and-

Cleary Gottlieb Steen & Hamilton LLP 12, rue de Tilsitt 75008 Paris France

Attn.: Andrew A. Bernstein, Esq.

Tel.: +33 1 40 74 68 60 E-mail: abernstein@cgsh.com

-and-

Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006 Attn.: Seth Grosshandler, Esq.

Tel.: +1 212 225 2542

E-mail: sgrosshandler@cgsh.com

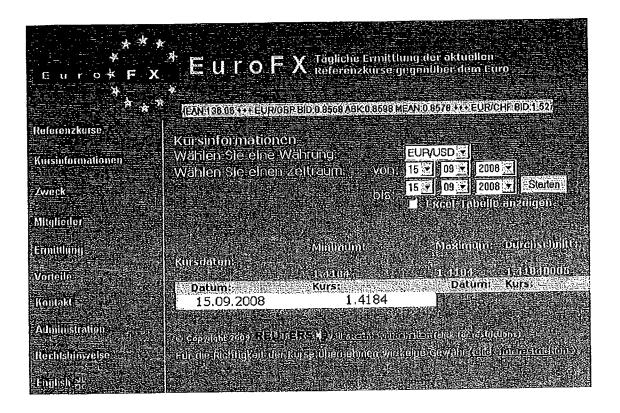
Attachment B

to the Proof of Claim of Deutsche Postbank AG, UIN 1000221235, filed with LBHI by September 22, 2009

Obligor: Lehman Brothers Bankhaus AG

d Interest Interest: Total Claim USS (09.2008 Amount USS Informal + Interest) (dota)	385.631,15 546.979,22 14.730.979,22	36.651.862.92 36.651.862.92	240 200 43		378.030,37 1.954.598,27	
ACCIDE BENR 12 (IDC	11	30		5,97	1.3	
interest 8	9					
Vommal Value US\$	14 184 000 00	1		14.184.000,00	00 000 808 69	-1-0-0-0-0
Norminal Value II		10,000,000,00	25.000.000,00	10,000,000,00	00 000 000 14	40.000.000.04
Gurency Gurrency	STORY DESCRIPTION	ž	۳ ا	FUR		
Sylvential (1997)	SECTION OF THE PROPERTY OF THE PROPERTY OF	Lehman Brothers Bankhaus AG	I ehman Brothers Bankhaus AG		לבוווופון פוסמיבים המוציומתם עם	
Loan Note: Nr		00000	007000	2000	205100	

Deutsche Postbank AG reserves all rights and nothing herein shall be construed as an admission or waiver of any rights or claims that Deutsche Postbank AG may be entitled to assert, especially but not limited to claim default interest for the time period after September 15, 2008.





List of Authorized Signatories / Holders of a General Power of Attorney (Prokuristen) and of a Commercial Power of Attorney (Handlungsbevollmächtigten)

The attached list contains the specimen-signatures as well as the holders of general powers of attorney and holders of a commercial powers of attorney authorized to represent Deutsche Postbank AG.

In order to legally bind Deutsche Postbank AG two signatures of persons whose names are set out in this list are required, provided that a holder of a general power of attorney and a holder of a commercial power of attorney may only sign jointly with a member of the Board of Management, a holder of a general power of attorney or a holder of a commercial power of attorney. In accordance with this aforementioned provision powers of attorney may be granted to one or more persons acting severally or jointly as regards to certain subject matters in specific cases.

Any deviations from these provisions are only possible if a note to this effect is printed or displayed by EDP imprint on the respective Deutsche Postbank AG form.

This List of Authorized Signatories replaces any previously published lists of authorized signatories of Deutsche Postbank AG with effect for the future.

Bonn, as of August 2009

Stefan Jütte

Chairman of the board of Management

Ralf/Stemmer

Member of the board of Management

Unterschriftenverzeichnis Vorstände

Paberher

Dr. Mario Daberkow

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

Marc Heß

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

JA

Stefan Jütte

Vorstandsvorsitzender

Chairman of the board of Management

Postbank Zentrale

A. Mugh

Horst Küpker

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

Unia Uly

Dr. Michael Meyer

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

Mans. Pote

Hans-Peter Schmid

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

Jan

Ralf Stemmer

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

	Magdalena Błaschke
i.V. AloxIIca	Handlungsvollmacht
i.V. p/l/	Herbert Blum
I.V. MICE	Handlungsvollmacht
	Hans-René Boden
j.V. 32	Handlungsvollmacht
	Markus Bohn
	Handlungsvollmacht
	Sandra Bokel
ppa. S. Bohl	Geschāftsführerin Prokura
	riukula

ppa. S. Wbs	Susanne Jabs Geschäftsführerin Prokura
i.V. Pada falen	Petra Jahn
iV. Jales	Willi Jakobs Handlungsvollmacht
i.V.)	Ute Jannemann Sachbearbeiterin Handlungsvollmacht
ppa / Dubleh.	Peter Jansen Abteilungsdirektor Prokura

i.V.Sirial-	Elisabeth Sirucek-Lange Personalreferentin Handlungsvollmacht
i.V. D. dund	Rainer Smola Handlungsvollmacht
.V. hm	Bernd Stahl Handlungsvollmacht
i.V. F. Sylonus	Frank Steffanus Handlungsvollmacht
ppa. P. J	Dr.Andreas Steininger Direktor Prokura



Postbank Head Office · P.O. Box 40 00 · 53105 Bonn · Germany

By Courier

Epiq Bankruptcy Solutions, LLC Att: Lehman Brothers Holdings Claims Processing FDR Station, PO Box 5076 New York, NY 10150-5076

Peter Jansen

Tel:+49 (0)228 920-54200 Fax:+49 (0)228 920 54209 E-mail: peter.jansen@postbank.de 15. September 2009

Ihr Zeichen Unser Zeichen

Telefon

Datum Betrifft

Dear Sir or Madam,

Deutsche Postbank AG, a stock corporation under German law ("Postbank"), hereby files several proof of claims forms with respect to the above mentioned Chapter 11 Case. Please find attached the following duly signed proof of claim forms and further documents.

LEHMANN BROTHERS HOLDING INC., ET AL. DEBTORS, CHAPTER 11; CASE NO. 08-

- Claim against Lehman Brothers Holding Inc ("LBHI") for total amount of 1. \$65,782,598.27,
- Claim against Lehman Brothers Special Financing Inc. for total amount of 2. \$142,877.00,
- Claim against LBHI for total amount of \$708,074.19, 3.
- Claim against LBHI for total amount of \$3,317,750.19, 4.

13555 (JMP) - DEUTSCHE POSTBANK AG - PROOF OF CLAIMS

- Claim against LBHI for total amount of \$40,367,203.08 5.
- Excerpt list of authorised signatures.

With respect to Postbank's claim against LBHI based on the guarantee by LBHI for total mount of \$65,782,598.27 we advise you of the following:

The related Guarantee Questionaire submitted September 8, 2009 4:15:48 AM (Pacific) has been amended September 9, 2008 10:28:53 AM (Pacific) ("Amendment"). The Amendment is dedicated to correct the primary submitted amount of claim against the Obligor and not to submit an additional claim or Guarantee Questionaire. The rectified amount of claim against Obligor is \$66,405,583.97 and all other information and documents submitted September 8, 2009 4:15:48 AM (Pacific) remain unaffected to evidence our claim against LBHI.

Yours sincerely

Deutsche Postbank AG

Postbank Head Office Friedrich-Ebert-Allee 114-126 53113 Bonn, Germany

Telephone: +49 228 920-0 +49 228 920-35151 Postbank Köln Bank Code No. 370 10 Account-No. 430 504 Frankfurt am Main

Management Board: Stefan Jütte, Chairman Dr. Mario Daberkow, Marc Heß, Horst Küpker, Dr. Michael Meyer, Hans-Peter Schmid, Ralf Stemmer

Deutsche Postbank AG USt.-IdNo. DE169824467

Head Office Bonn

